No. 67.
Sup. Ct. of Columbia for P. C.

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# Supreme Court of the United States.

OCTOBER TERM, 1898.

THE COLUMBIA WATER POWER COMPANY,
*Plaintiff in Error*

*vs.*

THE COLUMBIA ELECTRIC STREET RAILWAY, LIGHT AND POWER COMPANY,
*Defendant in Error.*

No. 67.

**Reference to authorities, additional to those cited in the two briefs of Plaintiff in Error.**

## BRIEF ON THE MERITS.

Page 12 at end of first paragraph—

*Allen* v. *San Jose Land and Water Co.*, 92 Cal., 138.

Page 18 immediately before last paragraph:

The prohibition of the Federal Constitution extends to State laws violating the obligation of implied as well as of express contracts.

*Stewart* v. *Police Jury*, 116 U. S.. 134.

Page 23, at end of first paragraph, immediately before N. B.:

The fact that persons are trustees for *cestui que* trusts does not prevent them from being absolutely entitled.

*2 Lewin on Trusts,* 1023 *note E.*

"*For the use of*"—exclusive of use of others.

*Wademann* v. *Alb. & Susq. R. R. Co.*, 51 N. Y., 570;
*McCloskey* v. *Miller*, 72 Penna. State, 151.

Page 24, at end of page:

In *Goodrich* v. *Burbank*, 12 Allen, 459, 90 Am. Decs., 162: "There is no restriction as to the place where, or the purpose for which the water might be used, but only as to the quantity reserved."

*Notes 14 L. R. A., 300–335;*
*Notes 20 L. R. A., 632, 635, 637.*

Page 26, just before middle of page, immediately after reference to Pollock on Contracts:

*Wordsworth* v. *Smith*, 11 Me., 278; 26 Am. Dec., 527.

Page 27, at end of first paragraph:

*Pomeroy on Specific Performance of Contracts*, § 480;
*Sternberger* v. *McGovern*, 56 N. Y., 12, 20, 21;
*County of Mobile* v. *Kimball*, 120 U. S., 691;
*Sanders* v. *Richardson*, 10 Rich. Eq., 244.

Page 28, middle of page:

*Scott* v. *Donald*, 165 U. S., 112, 113, "whilst the State can not be compelled by suit to perform its contracts,

any attempt on its part to violate property or rights acquired under its contracts may be judicially resisted, and any law impairing the obligation of contracts under which such property or rights are held, is void, and powerless to affect their enjoyment."

*Haus* v. *La.*, 134 U. S., 20 21.

Page 25, in last paragraph, after Manning *v.* Wasdale, 2 Harr. & Wall., 441, add:

Reported also *5 Adol. & Ellis*, 758, 31 E. C. L.; *Major* v. *Chadwick*, 11 Adol. & Ell., 571.

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Argument, *contra* motion to dismiss or affirm, on the the question of jurisdiction.

Page 4, line 2:

*Adams Co.* v. *B. & M. R. R.*, 112 U. S., 123, 127.

Page 16, at end:

As to jurisdiction—

*Stewart* v. *Kahn*, 11 Wall., 493, 502;

*Grand Gulf R. R. & Bkg. Co.* v. *Marshall*, 12 How., 167;

*Moore* v. *Ill*, 14 How., 13;

*Maxwell* v. *Newbold*, 18 How., 516;

*Walker* v. *Sauvinet*, 92 U. S., 393;

*Arrowsmith* v. *Harmoning*, 118 U. S., 95.

Pleadings and decisions in *Wilson* v. *Blackbird Marsh Creek Co.*, 2 Peters, 245, and in *Kankanna Co.* v. *Green Bay & Miss. Canal*, 142 U. S., 269.

LE ROY F. YOUMANS,
*For Plaintiff in Error.*